

1 BILL NO. S-87-06- 45

2 SPECIAL ORDINANCE NO. S- 182-87

3 AN ORDINANCE approving the Contract  
4 for Waterworks Improvement High  
5 Service Pump Replacement - 87-W-2,  
6 between Shambaugh & Sons, Inc.,  
and the City of Fort Wayne, Indiana,  
in connection with the Board of  
Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Waterworks Improvement  
10 High Service Pump Replacement - 87-W-2, by and between Shambaugh  
11 & Sons, Inc., and the City of Fort Wayne, Indiana, in connection  
12 with the Board of Public Works and Safety, for:

13 removing and replacing high service  
14 pumps at the City's Three Rivers  
15 Water Filtration Plant. Included  
16 in this work is the installation  
17 of one vertical turbine pump, removal  
18 of six and installation of five  
horizontal pumps, connecting piping,  
electrical components and transformers,  
programmable control system and  
other mechanical and electrical  
appurtenances;

19 the Contract price is Eight Hundred Twenty-Three Thousand Four  
20 Hundred and No/100 Dollars (\$823,400.00), all as more particu-  
21 larly set forth in said Contract, which is on file in the Office  
22 of the Board of Public Works and Safety and, is by reference  
23 incorporated herein, made a part hereof, and is hereby in all  
24 things ratified, confirmed and approved. Two (2) copies of said  
25 Contract are on file with the Office of the City Clerk and made  
26 available for public inspection, according to law.

27 SECTION 2. That this Ordinance shall be in full force  
28 and effect from and after its passage and any and all necessary  
29 approval by the Mayor.

30  
31 Charles B. Reed  
Councilmember

32 APPROVED AS TO FORM  
AND LEGALITY

Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Redd  
seconded by Delano, and duly adopted, read the second time  
by title and referred to the Committee City of Fort Wayne (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 6-23-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd  
seconded by Shaw, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BRADBURY	<u>✓</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
HENRY	_____	_____	_____	<u>✓</u>	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 7-14-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-182-87  
on the 14th day of July, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. Giaquinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 15th day of July, 1987,  
at the hour of 11:30 o'clock 7 .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of July,  
1987, at the hour of 9:00 o'clock 7 .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



## NOTICE OF AWARD

TO: Shambaugh & Son  
P.O. Box 1287  
Fort Wayne, IN 46801

PROJECT DESCRIPTION Contract 87-W-2: WATERWORKS IMPROVEMENT HIGH SERVICE PUMP

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated

You are hereby notified that your BID has been accepted for items in the amount of \$ 823,400.00.

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 17th day of June, 1987.

OWNER  
City of Fort Wayne

## ACCEPTANCE OF NOTICE

City of Fort Wayne  
Board of Public Works & Safety

Receipt of the above NOTICE OF AWARD  
is hereby acknowledged by

Title

J. D. Concalves

City of Fort Wayne  
Mayor

Compliance: *[Signature]*

Mayor Wanda T. B.

Award Date: 6-17-87

## THE AGREEMENT\*

THIS AGREEMENT, made between Shambaugh & Son, Inc., 7614 Opportunity Drive,  
P.O. Box 1287, Fort Wayne, Indiana 46825 (219) 487-7777  
hereinafter called the "Contractor", and the City of Fort Wayne, Indiana  
hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE 1 - THE WORK. It is agreed that the Contractor shall furnish all the materials and equipment and perform all the work shown on the Drawings and described in the Specifications entitled:

FORT WAYNE, INDIANA

WATERWORKS IMPROVEMENTS

HIGH SERVICE PUMP REPLACEMENT

Contract 87-W-2

prepared by McNamee, Porter and Seeley, acting as, and in these Contract Documents entitled, the Engineer; and shall do everything required by the Contract Documents; the Contract Documents being hereby defined to include the Advertisement, Instructions to Bidders, Proposal, Agreement, Bonds, Drawings, Specifications and any supplements thereto agreed to by both parties.

It is further agreed that the work shall be done using the following named materials and types of construction offered either in the base proposal or alternate thereto.

This agreement is based on the Base Proposal Total Contract Lump Sum Price without deductible Alternate 1 and includes the manufacturers and subcontractors stated in the Proposal dated June 10, 1987.

\*The Agreement is included for Bidder reference and may be modified prior to award based on the review currently underway by the City's legal department.



**ARTICLE 2 - ALTERATIONS.** It is agreed that the Contractor shall make alterations to the work under this Contract as the Owner may especially order in writing. Such alterations shall be paid for at prices mutually agreed upon at the time by the Owner and the Contractor or on the cost plus basis set forth below.

In the case of additions only where a price cannot be agreed upon in advance, then the Owner will pay, and the Prime Contractor shall accept, as full compensation for such work, an amount equal to the actual and necessary net cost in money to the Prime Contractor for labor, materials and equipment (in addition to that available at the site) actually used therein or expended thereon, plus thirty percent (30%) of the total labor cost, plus ten percent (10%) of the actual net material cost, plus sales tax, plus ten percent (10%) of the actual net cost of any subcontract work for supervision, power, the use of tools and facilities available at the site, taxes, insurance, bond premium and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus stipulated percentage, the Contractor shall furnish to the Owner, at the end of each day, suitable time slips showing the name of and the number of hours worked by each worker employed thereon, the nature of the work performed by such worker, and his rate of pay together with suitable and adequate memoranda of the materials used therein showing the character and amount of each such material, the sources from which it was purchased, and the price paid or to be paid therefor.

The Owner, at its discretion, may furnish to the Contractor any materials or supplies or transportation required for extra work. The Contractor shall not be entitled to any allowance for percentage on account of materials or supplies or transportation so furnished.

It is agreed that all work that may be ordered by the Owner and performed under the provisions of this Article shall be done by the Contractor in an effective and workmanlike manner and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such work until the time of final acceptance of the entire job by the Owner.

It is further agreed that no claim against the Owner on account of alterations shall be valid unless such work has been previously ordered in writing, and unless such claim has been presented for payment as soon as practicable after the completion of such work and before the making up of the final estimate.

**ARTICLE 3 - TIME.** It is agreed that the Contractor shall begin work under this Contract within ten (10) days after the mailing to the Contractor of the written notice to proceed and that he shall prosecute it in such manner as will bring the entire work to completion within 500 calendar days after the date of beginning, except as such time limits may be advanced in accordance with the provisions of Article 4 herein. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract.

**ARTICLE 4 - EXTENSION OF TIME.** It is agreed that, if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency or public necessity, or by the actions of other contractors engaged in this program, or by reason of alterations ordered by the Owner, the Contractor shall have no valid claim for damages on account of any cause or delay, but he shall in such case be entitled to such an extension or advancement of the time periods specified in Article 3 herein as the Engineer shall adjudge to be just and reasonable; provided,



however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

**ARTICLE 5 - LIQUIDATED DAMAGES.** It is expressly covenanted and agreed that time is and shall be considered of the essence of the Contract. In the event that the Contractor shall fail in due performance of the entire work to be performed under this Contract, or to perform any certain portions thereof for which definite stipulations have agreed to, by and at the times herein mentioned and referred to in Article 3, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 4, the Contractor shall pay unto the Owner, as and for liquidated damages and not as penalty, the sum of Five Hundred Dollars (\$500.00) for each and every calendar day that the Contractor shall be in default. Said sum of Five Hundred Dollars (\$500.00) per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed and agreed upon as the damages which will be suffered by the Owner for reason of such defaults. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of the Contract, which said sums the Owner shall have the right to deduct from any monies in its hands, otherwise due, or to become due, to the Contractor, or to sue for and recover compensation or damages for non-performance of this Contract at the time stipulated herein and provided for.

**ARTICLE 6 - ASSIGNMENT OF CONTRACT.** It is agreed that the Contractor shall not assign or transfer this Contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall be done in conformity with and be subject to all the provisions of the Contract Documents exactly as if performed by the Contractor and his immediate employees and workers. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the moneys payable to him under this Agreement, or his claim thereto, except with the written consent of the Owner.

**ARTICLE 7 - OWNER'S RIGHT TO COMPLETE.** It is agreed that, if at any time the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to supply enough properly skilled workers sufficient suitable materials for the work, or if he should habitually fail to make prompt payment to subcontractors or to pay promptly for materials and labor, or if he should persistently disregard laws or ordinances or the directions of the Engineer, or if he should willfully and repeatedly violate any of the substantial provisions of this Agreement; then in such case the Owner upon receipt of a certificate from the Engineer stating that sufficient cause exists to justify such action and stating the nature of said cause and after giving the Contractor and his sureties written notice thereof, may order him to discontinue all work under this Contract or any part thereof. Thereupon the Contractor shall at once discontinue such work or such part thereof, and shall cease to have any right to the possession of the ground. The Owner shall have the right to finish the work, or such part thereof, by contract or otherwise as he may elect, and for that purpose to take possession and make use of such



materials, tools, building appliances and equipment as may be found upon the work, and to charge the cost and expense of such completion to the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, the amount of such excess shall be paid to the Contractor, and if such expense shall exceed unpaid balance, the Contractor shall pay to the Owner the amount of such excess.

It is expressly stipulated and agreed that, from and after the date of the order to discontinue work, and until such work shall have been finally completed by the Owner, neither the Contractor nor any of his agents or employees shall remove, or make any effort, directly or indirectly, to remove any of the above mentioned materials, tools, building appliances or equipment from the points at which they were located on the date of said order, except upon the written consent of the Owner to do so.

It is further understood and agreed that the foregoing provisions of this Article are without prejudice to any other right or remedy which the Owner may have under this Agreement.

**ARTICLE 8 - GENERAL STIPULATIONS.** It is agreed that the Contractor shall comply with the following general stipulations:

Permits and Regulations. The Contractor shall secure and bear the cost of any permits or licenses of a temporary nature necessary for the prosecution of the work. In particular, he shall secure and bear the cost of shutting off and turning on public services of every nature which may be required by his operations. Where such discontinuance of service affects consumers, due and sufficient notice shall be served upon those so affected.

Workers' Compensation Insurance. The Contractor shall procure and shall maintain during the life of this Contract, Employee's Liability and Workers' Compensation Insurance for all of his employees to be engaged in work on the project under this Contract; and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Employer's Liability and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work.

In case any class of employees engaged in hazardous work under this Contract is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause such subcontractor to provide adequate insurance coverage for the protection of the employees not so covered.

Contractor's Comprehensive General Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Contractor's Personal Injury Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person, in an amount not less than \$1,000,000 on account of each occurrence; and Contractor's Property Damage Insurance in an amount not less than \$500,000 each occurrence; and \$500,000 aggregate including Completed Operations and Contractual Liability Coverages.

This Comprehensive General Liability Insurance shall include coverage for Explosion, Collapse and Underground Hazards and coverage assumed in the Indemnification Clause of this section of the work.

Subcontractor's Comprehensive General Liability Insurance. The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Personal Injury Insurance in an amount not less than \$500,000 for injuries, including



accidental death, to each person, and in amount not less than \$1,000,000 on account of each occurrence; and Contractor's Property Damage Insurance in an amount not less than \$500,000 each occurrence; and \$500,000 aggregate.

The Contractor shall require each of his subcontractors to procure and maintain during the life of this Contract Contractor's Protective Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in an amount not less than \$1,000,000 on account of each occurrence; and property damage in an amount not less than \$500,000 each occurrence, and \$500,000 aggregate. Public Liability Insurance shall include coverage for Explosion, Collapse and Underground Hazards.

As an alternate to the above, the Contractor may insure the activities of his Subcontractors in his own policy.

Contractor's Automobile Bodily Injury and Property Damage Insurance.

1. The Contractor shall procure and shall maintain during the life of this Contract Automobile Bodily Injury Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in an amount not less than \$1,000,000 for each occurrence; and property damage in an amount not less than \$500,000 for each occurrence.
2. The Contractor shall procure and shall maintain during the life of this Contract Hired and Non-Ownership Automobile Bodily Injury and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person; and in an amount not less than \$500,000 for each occurrence; and property damage in an amount not less than \$500,000 for each occurrence.

Owner's Protective Public Liability Insurance. The Contractor shall procure and maintain during the life of this Contract Owner's Protective Public Liability Insurance in the name of the Owner and Engineer in an amount not less than \$500,000 for injuries, including accidental death, to each person, and in an amount not less than \$1,000,000 on account of each occurrence; and property damage in an amount not less than \$500,000 each occurrence and \$500,000 aggregate.

Builder's Risk/All Risk Insurance. The Contractor shall insure for the life of the Contract, and until the work is accepted by the Owner, all risk type builder's risk insurance. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke. The insurance policy shall be held jointly in the names of the Owner and the Contractor, and shall name as the insured the Contractor, the Engineer, and the Owner. The amount of the policy may vary with the extent of the work completed, but shall at all times be at least equal to the amount paid on account of work and materials plus the value of the work or materials furnished or delivered by the Contractor but not paid for by the Owner.

Additional Insurance. Where the work under the Contract crosses or is adjacent to a railroad, such insurance as is required by the railroad shall be furnished in the name of the railroad or railroads.

Indemnification Clause. The Contractor shall hold harmless from and indemnify the Owner and Engineer against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or injured by the performance of the Contractor or any of his subcontractors, and suppliers, or



any person employed under said Contractor, or under any of his subcontractors, during the progress of this Contract.

Proof of Carriage of Insurance. The Contractor shall provide the Owner, at the time contracts are returned by him for execution, certificates and policies listed below, a guarantee that thirty (30) days' notice to the Owner prior to cancellation of or change in any such insurance shall be endorsed on each policy and certificate of insurance.

1. Original and nine copies of Certificate of Coverage for Contractor's Workers' Compensation Insurance.
2. Original and nine copies of Certificate of Coverage for Contractor's Public Liability Insurance.
3. Original and nine copies of Certificate of Coverage for Contractor's Automobile Bodily Injury and Property Damage Insurance covering owned, hired, and non-owned vehicles.
4. Original and two copies of policy of Owner's Protective Public Liability Insurance.
5. Original and two copies of policy of Coverage for Builder's Risk.

The Contractor shall not commence work under this Contract until he has obtained all insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Whenever umbrella coverage is required to comply with limits specified, the umbrella policy shall include all coverages required above.

Comprehensive General Liability and the Comprehensive Automobile Liability insurance shall be written by the same insurance carrier.

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the work is performed and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. Companies with ratings lower than B+:XI will be acceptable only upon written consent of the Owner.

Labor Laws and Ordinances. The Contractor shall obey and abide by all the laws of the State in which the work is being performed relating to the employment of labor on public work and all the laws and requirements of the Owner regulating or applying to public improvements.

Patents and Patent Rights. The Contractor shall protect and save the Owner harmless against all claims or actions brought against the Owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine or appliance used by him in his work.

ARTICLE 9 - OMITTED



ARTICLE 10 - PAYMENT. And it is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this Contract, the Owner shall pay to him, at the times and in the manner hereinafter stipulated, the following named Contract Sum: <sup>and no/100</sup>  
Eight Hundred Twenty-Three Thousand Four Hundred Dollars (\$ 823,400.00 ).

Such Contract sum shall be modified by such sums for alterations as may have been determined under the provisions of Article 2 herein and diminished by such sums as the Owner may lawfully deduct and retain as liquidated damages under the provisions of Article 5.

At about the close of each month during which satisfactory progress has been made toward the final completion of the work, the Engineer will make an estimate of the amount and value of the work which has been done under this Contract during that month, or since the date of the last preceding estimate. Such estimate shall not be required to be made by strict measurement or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any such progress estimate may be allowed for or corrected in any subsequent estimate.

It is agreed that, before the Contractor shall demand partial or final estimates or payments, he shall furnish to the Owner, if and when requested to do so, supported, if required, by sworn statements, satisfactory evidence that all person who have supplied labor, materials, or equipment for the work embraced under this Contract have been fully paid for the same; and that, in case such evidence be not furnished as aforesaid, such sums as the Owner may deem necessary to meet the lawful claims of such persons may be retained by the Owner from any moneys that may be due or become due to the Contractor under this Agreement until such liabilities shall be fully discharged and the evidence thereof be furnished to the Owner.

Generally, no allowance will be made in any progress estimate for materials furnished and delivered to the jobsite until such materials shall have been permanently incorporated in the work. However, in the case of heavy equipment and other indestructible items, properly stored and protected, the Engineer may make allowance in the estimate of the invoice price of such items.

As soon as practicable after such estimate is made up and certified and upon its approval by the Owner, the Owner shall pay to the Contractor, on account, a sum equal to the estimate less a retainage, except that the Owner may deduct and retain out of any such partial payment a sum for unsatisfactory work or sufficient to meet any undischarged obligations of the Contractor for labor, materials or equipment furnished for the work. Periodic payment retainage amounts shall be 10%, and in accordance with the Board of Public Works and safety escrow agreement.

No progress estimate made or certified by the Engineer and no partial payment made to the Contractor by the Owner shall be deemed or construed as an acceptance of any part of the work under this Contract.

As soon as practicable after the satisfactory completion of all work covered by this Agreement, the Engineer will make a final inspection of the work as a whole and will make up a final estimate of the total amount due the Contractor under the terms of the Agreement. Upon the acceptance of the completed work, the Owner will pay to the Contractor the entire amount of such final estimate, less the sums previously paid, and less such sums as the Owner may deem to be necessary to meet the undischarged obligations of the Contractor for labor, materials or equipment furnished for the work. The Contractor shall file with the Owner a



sworn statement that all claims for amounts due for labor, materials, and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in quadruplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 19 87 .

WITNESS

OWNER

City of Fort Wayne, Indiana

\_\_\_\_\_  
\_\_\_\_\_

BY

\_\_\_\_\_

BY

\_\_\_\_\_

CONTRACTOR

Shambaugh and Son, Inc.

\_\_\_\_\_  
\_\_\_\_\_

BY

\_\_\_\_\_

BY

Max P. Shambaugh  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Approved as to Form:

\_\_\_\_\_

Owner's Attorney



## INSTRUCTIONS FOR EXECUTING AGREEMENT

If the Contractor be a corporation, the following certificate should be executed.

I, Kevin L. Beach, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Contractor hereinabove; that Max P. Shambaugh, who signed the foregoing Agreement on behalf of the Contractor, was then President of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

If the Agreement be signed by the secretary of the corporation, the above certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate there may be attached to the Agreement copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.

The full name and business address of the Contractor should be inserted and the Agreement should be signed with his official signature. Please have the name of the signing party or parties typewritten or printed under all signatures to the Agreement.

If the Contractor should be operating as a partnership, each partner should sign the Agreement. If the Agreement be not signed by each partner there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the Contractor be an individual, the trade name (if the Contractor be operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by one other than the Contractor there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of the Contractor.



(SPECIMEN FORM)  
CITY OF FORT WAYNE, INDIANA  
PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Shambaugh and Son, Inc.  
(Contractor or Developer) as Principal, and the United States Fidelity & Guaranty<sup>C</sup>  
(Insurance Company), a corporation organized under the laws of the  
State of Maryland (State and Date), and duly authorized to  
transact business in the State of Indiana, as Surety, are held firmly  
bound unto the City of Fort Wayne, Indiana, an Indiana Municipal  
Corporation in the sum of \$ 823,400.00, (value of work) for the payment  
whereof well and truly to be made, the Principal and the Surety bind  
themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by those present. The condition  
of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has  
applied for authority to construct or cause to be constructed, a water  
main to become part of the City's water distribution system, which said  
water main is to be built and constructed according to plans and  
specifications prepared by or approved by City and known as the  
Water Works Improvements, High Service Pump Replacement Contract 87-W-2; and  
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main<sup>(1)</sup>  
provides:

1. That said water main shall be completed according to said plans  
and specifications, and warrant and guarantee all work, material,  
conditions of the water main for a period of one (1) year from the  
date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after  
completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments,  
modifications, and repairs as required by the City within thirty  
(30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year  
following written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees  
that no change, extension of time, alteration, or addition to the terms  
of the contract or to the work to be performed thereunder, or the  
specifications accompanying the same, shall in any way affect its  
obligation on this bond, and it does hereby waive notice of any such  
change, extension of time, alteration or addition to the terms of the  
contract, or to the work or to the specifications, and

(1) Where the phrase "water main" appears, it shall mean all the work included  
within the contract.



NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

Shambaugh and Son, Inc.  
(Contractor or Developer)

By: \_\_\_\_\_  
(Name)

ATTEST:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Insurance Company) Surety

\*By: \_\_\_\_\_  
Authorized Agent

\*If signed by an agent,  
Power of Attorney must be attached.



STATE OF INDIANA       )  
                              )SS  
COUNTY OF ALLEN       )

BEFORE ME, a Notary Public, in and for said State, personally  
appeared \_\_\_\_\_,

(Name)

(Title)

and \_\_\_\_\_,

(Name)

(Title)

of Shambaugh and Son, Inc.

(Company)

and

Attorney in Fact, for said \_\_\_\_\_

as surety, with both of whom I am personally acquainted, and  
acknowledged that they subscribed their signatures to the above and  
foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, BEFORE ME, A NOTARY PUBLIC, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
A Resident of \_\_\_\_\_ County, IN  
\_\_\_\_\_  
Type or Print Name of Notary

My Commission Expires:



**SPECIMEN FORM  
PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS: THAT**

Shambaugh and Son, Inc., 7614 Opportunity Drive, P.O. Box 1287, Fort Wayne, IN 46825

(Name of Contractor)

an Indiana Corporation, hereinafter called Principal,  
and, United States Fidelity and Guaranty Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Eight Hundred Twenty-Three Thousand Four Hundred Dollars (\$ 823,400.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for the construction of :

Fort Wayne, Indiana Waterworks Improvements, High Service Pump Replacement,  
Contract 87-W-2 prepared by McNamee, Porter and Seeley issued May, 1987

NOT APPLICABLE

all according to the Fort Wayne Water Utility Engineering Department Drawing No. \_\_\_\_\_, Sheet(s) \_\_\_\_\_, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.



IN WITNESS WHEREOF, this instrument is executed \_\_\_\_\_  
(Number)  
counterparts, each one of which, shall be deemed an original, this  
day of \_\_\_\_\_, 19 87.

Shambaugh and Son, Inc.  
Principal

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (SEAL)

7614 Opportunity Dr., P.O. Box 1287

(Address)

Fort Wayne, Indiana 46825

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

SEAL

\_\_\_\_\_  
Witness As to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.



TITLE OF ORDINANCE Contract for Waterworks Improvements, High Service Pump Replacement, 87-W-2DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for 87-W-2, Waterworks Improvement, High Service Pump Replacement consists of removing and replacing high service pumps at the City's Three Rivers Water Filtration Plant. Included in this work is the installation of one vertical turbine pump removal of six and installation of five horizontal pumps, connecting piping, electrical components and transformers, programmable control system and other mechanical and electrical appurtenances.

Shambaugh & Sons Inc., is the Contractor.

*S. 87-06-45*

EFFECT OF PASSAGE Improvement of Three Rivers Water Filtration Plant by replacing pumps.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$823,400.00

ASSIGNED TO COMMITTEE



BILL NO. S-87-06-45

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract  
for Waterworks Improvement High Service Pump Replacement - 87-W-2,  
between Shambaugh & Sons, Inc., and the City of Fort Wayne,  
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

YES

NO

Charles B. Redd CHARLES B. REDD  
CHAIRMAN

Paul M. Burns PAUL M. BURNS  
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 7-14-87

SANDRA E. KENNEDY  
CITY CLERK